

### Remarks/Arguments

#### Claim Amendments

As described *infra*, Applicants have amended Claim 1 to correct antecedent basis and to further clarify the recipient of the offer of payment from the supplier. These amendments should be admitted since the amendments put the claims in condition for allowance. Also, the amendments should be admitted by right, since as shown *infra*, the Examiner has prematurely made the present Office Action final.

#### Claim Objections

The Examiner has interpreted Claim 14 as the channel hub making available products from a supplier to the channel members or retailers during a certain time period in accordance with paragraph [0019] of the specification. Paragraph [0019] refers to FIG. 3, which illustrates portal views of the present invention.

Applicants disagree with the Examiner's interpretation to the extent that the Examiner's interpretation may include the channel actually handling products or being involved in the physical transfer of products from seller to customer. Claim 14 recites: "generating, using said channel hub, a set of **possible product offerings** from said at least one supplier;" The Merriam-Webster Dictionary defines offer: "to place on sale – offering n" Thus, an offering places a product on sale, but does not necessarily involve making a product available to a customer. That is, the party offering a product is not necessarily the party actually providing the product. For example, a product can be placed on sale via an advertisement in a newspaper. The newspaper generates a set of possible product offerings. However, the newspaper has nothing to do with making the sale items available to readers of the newspaper. For example, the newspaper does not stock the sale items, take orders for the sale items, or sell the sale items. The reader/customer must make arrangements with the business entity shown in the advertisement.

As recited in Claim 14, and supported by the specification, the channel hub is not involved in making products available, but rather with conveying information. For example, the

definition of Channel Hub in the present application: "CHANNEL HUB: The channel hub is a node in the Channel Hub Network comprised of a computer or a series of computers, run on the Channel Hub Network software, which serves as a *clearinghouse for all Information, a processing center for analysis of all the Information and a communication center for disseminating all the Information to other participants in the Channel Hub Network* (emphasis added). It may also be used to describe an entity charged with the operation and maintenance of the Channel Hub." (paragraph [0041]).

Also: "[0483] Channel Hub can use the portal to view and modify promotions for the supplier. Essentially, Channel Hub chooses a set of product families from the potential product family list created by the suppliers. In a preferred embodiment, Channel Hub chooses thirty-six (36) product families. Once chosen, the promotion information is extracted by Customer Loyalty and added to the data warehouse for analysis. Once the promotion becomes effective, the information is extracted from the POS systems and added to both the inventory ODS and Customer Loyalty data warehouse. This facilitates reporting and analysis."

"[0331] 1. Enables retailer to select a subset (e.g., 12) of promotions from a set (e.g., 36) of promotions and set the prices for the products in that promotion." This shows that the retailer is making the products in the offering available to the consumer.

#### The Rejection of Claim 1 Under 35 U.S.C. §112, Second Paragraph

The Examiner rejected Claim 1 (including Claims 2-4) under 35 U.S.C. §112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which Applicant regards as the invention. Specifically, the Examiner has stated that: 1) Claim 1 recites the consumer receiving a payment; and 2) the specification does not support the limitations in the first clause of Claim 1.

Applicants are appreciative of the Examiner's concerns regarding the phrasing of Claim 1. However, Applicants respectfully disagree with the Examiner's interpretation of Claim 1 and submit that Claim 1, as originally written and as amended in the May 18, 2005 reply, recites the offer to pay as being received by a participating retail wine/spirit establishment, not a consumer.

As is well known in the art, contact between a supplier and a consumer of wine and spirits is strictly regulated and extremely limited under current law. The Background Section of the present application, in particular, paragraph [0005], describes a portion of the legal restrictions regarding communications between suppliers and consumers. That is, the specification clearly and unequivocally states that a supplier cannot and does not make an offer of payment to a consumer.

It appears that the difference in interpretation between the Examiner and Applicants is regarding the following underlined portion (hereinafter referred to as the underlined portion) of the first clause (hereinafter referred to as the first clause) of the Claim 1 limitations as presented in the May 18, 2005 Amendment and Request for Reconsideration: “receiving an offer from at least one wine/spirit supplier to pay for a solicitation *to* at least one identified consumer of at least one participating retail wine/spirit establishment for a selected set of products, where said offer is made by said at least one supplier to said at least one participating retail wine/spirit establishment” The Examiner has placed particular emphasis on the preposition “to” (italicized above).

The Examiner states that the underlined portion describes a payment to the consumer. However, the underlined portion clearly states that the supplier is paying for a solicitation. The solicitation is to a consumer, but there is no mention of the payment being to the consumer. That is, the offer to pay and the solicitation are separate elements. The underlined portion does not explicitly state which party is receiving the offer and, therefore, making the solicitation. However, in an effort to expedite examination, Applicants amended Claim 1 in the May 18, 2005 reply by adding the limitation: “where said offer is made by said at least one supplier to said at least one participating retail wine/spirit establishment;” This amendment provided more explicit information regarding which party (the retail wine/spirit establishment) receives the offer (payment).

Thus, Claim 1 as presented in the May 18, 2005 reply, clearly recites the payment going to the retailer, not to the customer. However, while not in agreement with the Examiner, Applicants have again amended Claim 1 as shown *supra* in the interest of expediting

examination. Amended Claim 1 makes it even clearer that the supplier offers to pay the retail wine/spirit establishment for a solicitation made by such establishment to a consumer. That is, the offer to pay is made to the retail wine/spirit establishment, not to the consumer.

The Examiner also has stated that the specification provides no relevant information regarding the first clause. Applicants disagree. Figure 1 shows payments from the supplier to the hub – this is the mechanism for the supplier to pay for the solicitation. Figure 1 also shows payments between the retailer and the hub – this is the mechanism for the retailer to receive payment from the supplier for the solicitation. Figure 1 shows “in-store” activities between the retailer and the customer – this is the mechanism for the retailer to make a solicitation to the customer. Figure 1 does not show payment between the supplier and the customer. The only contact between the supplier and the customer is direct mail.

Regarding the specification, page 23, paragraph [0034], item 1 describes bi-directional communication between supplier and hub regarding Offers/Promos. Page 24, paragraph [0034], item 3 describes the hub as communicating one-way advertising collateral. Page 60, paragraph [00124], states that the supplier can use the hub to view, create, and modify promotions for the retailer and supplier. The Abstract of the present application states: A method and apparatus for marketing and communicating in the wine/spirits industry. The method of the invention includes the steps of receiving an offer from at least one wine/spirit suppliers to pay *for a solicitation to at least one identified consumer of a participating retail wine/spirit establishment* (emphasis added)...” Paragraph [0015] states: “The present invention comprises a method and apparatus for marketing and communicating in the wine/spirits industry. The method of the invention includes the steps of receiving an offer from at least one wine/spirit suppliers *to pay for a solicitation to at least one identified consumer of a participating retail wine/spirit establishment* (emphasis added) for a selected set of products...”.

The above teaching from the specification (“receiving an offer from at least one wine/spirit suppliers to pay for a solicitation to at least one identified consumer of a participating retail wine/spirit establishment for a selected set of products”) fully supports Applicants’

interpretation of Claim 1. To show this, Applicants have analyzed each segment of the above teaching as follows:

1) *receiving an offer from at least one wine/spirit supplier*: An as yet unspecified party is receiving an offer from a supplier;

2) *to pay for a solicitation*: The nature of the offer is to pay for a solicitation. That is, payment is directly connected to a solicitation. Thus, the offer is to pay for a solicitation from an as yet unidentified party to another as yet unidentified party.

3) *to at least one identified consumer of a participating retail wine/spirit establishment*: The preposition “to” identifies the object of the *solicitation*, that is, the consumer. Claim 1 is reciting “a solicitation to a consumer.”

4) *for a selected set of products*: Identifies the function of the solicitation – it is regarding a selected set of products.

Claim 1 makes no sense if one tries to link payment to the consumer, as the Examiner has done. For example, according to the Examiner’s interpretation, the phrase “for a solicitation,” has no apparent bearing on the payment and could be removed from the clause, leaving the clause as: “receiving an offer from at least one wine/spirit supplier to pay to at least one identified consumer,” Assuming *arguendo* that the phrase “for a solicitation” could be arbitrarily ignored, “receiving an offer from at least one wine/spirit supplier to pay to at least one identified consumer,” is a best incomplete and not supported by the rest of Claim 1 or the specification. Specifically, what is the supplier paying to the consumer? Assuming *arguendo* that the Examiner’s interpretation accounted for the phrase “for a solicitation” in the clause, the consumer would have to be the party making the solicitation, since the clause clearly links the offer of payment to a solicitation. The consumer making a solicitation to be paid for by a supplier is not supported by the rest of Claim 1 or the specification.

Applicants respectfully submit that amended Claim 1 overcomes the rejection under 35 U.S.C. §112. Claims 2-5, dependent from Claim 1, also are definite under 35 U.S.C. §112. Applicants courteously request that the rejection be removed.

Response to Applicant's Arguments

**The Rejection of Claim 1 Under 35 U.S.C. §112, Second Paragraph**

The Examiner repeated the assertion that Claim 1 recites a payment to a customer. While not in agreement with the Examiner, Applicants have amended Claim 1 as shown *supra* in the interest of expediting examination.

**Claim 1 and Clarke**

The Examiner states that Claim 1 does not recite "a channel hub analyzing information" or any "channel hub" whatsoever. Claim 1 as presented in the May 18, 2005 response recites: analyzing first information related to said subset of said set of product offerings with a computer, where said computer is part of said channel hub (emphasis added);

Claim 1 clearly recites a "channel hub." The antecedent basis has been corrected in the present response. Further, Claim 1 recites a computer analyzing information and that the computer is part of a channel hub. Thus, the channel hub analyzes information. The Examiner's assertions are incorrect and any rejections based on these assertions also are incorrect.

**Finality of Office Action**

The Examiner stated that Applicant's arguments, as presented regarding the rejection of Claim 1 under 35 U.S.C. §112, second paragraph and the rejection of Claim 1 over Clarke are implausible, and therefore the Examiner made the current Office Action final. Applicants have shown *supra* that the Examiner's rejection under 35 U.S.C. §112, second paragraph is not substantiated and that the Examiner's arguments regarding Claim 1 and Clark are incorrect. Therefore, the finality of the Office Action, which is based on the unsubstantiated rejection and incorrect arguments, is premature. Applicants courteously request that the finality of the Office Action be removed.

The Rejection of Claims 1 through 15 Under 35 U.S.C. §102(b)

The Examiner rejected Claims 1-15 under 35 U.S.C. §102(b) as being anticipated by United States Patent No. 6,351,738 (Clark). Applicants respectfully traverse the rejection.

Anticipation requires that all of the elements of the claim be taught within the four corners of a single reference. The Examiner presented the same arguments as presented in the January 14, 2005 Office Action with the addition of the "Response to Applicant's Argument" in the current Office Action. The Examiner has failed to respond to Applicants' arguments other than stating, in the "Response to Applicants Arguments," that Claim 1 does not recite "a channel hub analyzing information" or any "channel hub" whatsoever. Thus, it appears that the Examiner's rejection of Claim 1 hinges solely on the preceding assertions. However, Applicants have shown *supra* that these assertions are unsubstantiated. That is, Claim 1 clearly recites a computer analyzing information and that the computer is part of a channel hub. Thus, the channel hub analyzes information. For this reason alone, the Examiner's rejection should be removed. However, Applicants have presented further detail and argument regarding the rejection *infra*.

**A. Claim 1**

Clark does not teach a supplier offering to pay a retailer for a solicitation

Clark does not teach the Claim 1 element of: "at least one wine/spirit supplier making an offer to at least one participating retail wine/spirit establishment to pay said at least one participating retail wine/spirit establishment for a solicitation made by said at least one participating retail wine/spirit establishment to at least one identified consumer of said at least one participating retail wine/spirit establishment, where said solicitation is for a selected set of products;"

Instead, Clark teaches the Hub Business Entity (HBE) conveying an incentive to retailers regarding transactions (purchases) between retailers and the supplier, not for a solicitation from a retailer to a consumer: "*In turn for the many transactions* (emphasis added) between the suppliers 424 and participants 414, 414', the suppliers may offer *volume rebates or other incentives* (emphasis added) that may be conveyed by HBE 412 through e-commerce system 422

to participant's 414, 414'." Thus, Clark is teaching a conditional incentive directly related to past purchases of "business support mechanisms" by the participant. That is, the incentive is only conveyed to the participant after the participant has fulfilled a specified requirement, for example, purchasing a certain amount of product from the supplier.

In contrast, the above element of Claim 1 does not recite an incentive (i.e., cash rebate etc.) being conveyed from the supplier to the retailer. Rather, Claim 1 recites an offer by a supplier to a retailer to pay for a solicitation by the retailer to a customer of the retailer. Any payment from the supplier to the retailer will take place in the future, based on the retailer's acceptance of the offer. The payment, when made, will be with respect to a solicitation to be made by the retailer, not with respect to purchases by the retailer from the supplier. That is, the offer is not contingent upon a number of transactions between the supplier and the retailer as is the incentive taught by Clark. Alternately stated, the offer by the supplier to the retailer in Claim 1 is a unilateral action by the supplier, not a conditional response to activities, specifically transactions, by the retailer.

Clark does not teach the relationship of supplier to retailer and retailer to customer

Clark fails to teach the unique configuration, recited in Claim 1 and mandated by applicable laws, rules, and regulations, between: suppliers and retailers; and retailers and retail customers, in the wine and spirits industry. As is well known, a supplier of wines or spirits cannot communicate directly with a retail customer at the time of purchase of wines or spirits. Claim 1 recites the element of a supplier offering to pay a retailer to make a solicitation to a retail customer. The offer of payment recited in Claim 1 is between the supplier and retailer and does not involve the customer. The solicitation recited in Claim 1 is between the retailer and the retail customer and does not involve the supplier. Thus, Claim 1 recites a mechanism for interactions in the wine and spirits industry that comply with the strict legal requirements to maintain separation between suppliers and retail customers. Clark does not teach, suggest, or motivate such an arrangement.



Clark does not teach a channel hub analyzing information

In the “Response to Applicants Arguments” for the present Office Action, the Examiner asserted that Claim 1 did not recite: “a channel hub analyzing information” or any “channel hub” whatsoever.’ Applicants have shown *supra*, that the Examiner’s assertions are unsubstantiated.

Clark does not teach the amended Claim 1 element of: “analyzing information related to said subset of said set of product offerings with a computer, where said computer is part of a channel hub” Assuming *arguendo* that the Hub Business Entity (HBE) of Clark is analogous to the channel hub of the present invention, Clark teaches management of transactional data by the HBE: “So configured, HBE 412 essentially functions to *monitor and control* (emphasis added) the income and business support mechanisms streams between the participant's 414, 414', customers 418 and the suppliers of business support mechanisms 416.” (Col. 9, lines 42-45). “As part of this functionality, the e-commerce system 422, through the website or otherwise, should contain or be accessible to a trading engine capable of *managing* (emphasis added) all relevant transactional data as well as relevant archival databases.” (Col. 11, lines 30-34). It is clear that managing data, for example, storing and sorting, is different than analyzing data, for example, extrapolating data to identify consumer trends. Clark is silent regarding any type of analysis in his system. In fact, the word “analysis” is not used in Clark. Therefore, Clark does not teach any aspect of his system analyzing information, specifically, information regarding a subset of a set of products.

Clark does not teach all the elements of Claim 1. Therefore, Clark does not anticipate Claim 1. Claims 2-5, dependent from Claim 1, also are novel with respect to Clark.

**B. Claims 6, 8, and 10**

Clark does not teach the hub analyzing information from a retailer

As noted in the arguments for Claim 1, Clark does not teach the HBE analyzing information, specifically, information regarding a subset of a set of products. Therefore, Clark does not teach the Claims 6, 8 and 10 element of: “analyzing information ... related to said

subset of said set of product offerings with a computer, where said computer is associated with said hub.”

Clark does not teach all the elements of Claims 6, 8, and 10. Therefore, Clark does not anticipate Claims 6, 8, and 10. Claim 7, dependent from Claim 6, also is novel with respect to Clark. Claim 9, dependent from Claim 8, also is novel with respect to Clark. Claim 11, dependent from Claim 10, also is novel with respect to Clark.

### **C. Claim 12**

#### Clark does not teach the hub formulating a promotional offer to a consumer

Claim 12 recites: “transmission of a customized promotional offer *created at least in part by a computer* (emphasis added), from a channel hub directly to consumers of retail wine/spirit establishments, where said computer is associated with said channel hub and said transmission is paid for by a supplier of wine/spirits.”

As noted in the arguments for Claim 1, Clark teaches a volume rebate or other incentive to the participants. Such incentives are not analogous to a promotion directed to a consumer of the participant. Clark teaches that the incentives are solely directed to the participants. Further, Claim 12 clearly recites the channel hub formulating, at least in part, the promotional offering. Clark teaches that the HBE passes along incentives it receives from suppliers: “the suppliers may offer volume rebates or other incentives that may be *conveyed* (emphasis added) by HBE 412 through e-commerce system 422 to participant's 414, 414'.” (col. 11, lines 62-66). That is, the HBE has no role in creating an incentive.

Clark does not teach all the elements of Claim 12. Therefore, Clark does not anticipate Claim 12. Claim 13 depends from Claim 12 and also is novel with respect to Clark.

### **D. Claims 14 and 15**

Claims 14 and 15 recite: “communicating, from a channel hub, an offer from at least one wine/spirit supplier to at least one participating retail wine/spirit establishment, where said offer is to pay for a solicitation to at least one identified consumer of said participating retail wine/spirit establishment for a selected set of products;” and “analyzing information related to said subset of said set of product offerings with a computer, where said computer is part of said

channel hub;” These elements are substantially the same as elements addressed in arguments regarding Claim 1. Also, Claim 14 recites: “generating, using said channel hub, a set of possible product offerings from said at least one supplier;” This element is substantially the same as the element addressed in arguments regarding Claim 12.

Claims 1 and 12 are novel with respect to Clark. Therefore, Claims 14 and 15 also are novel with respect to Clark.

For all the reasons noted *supra*, Claims 1-15 are novel with respect to Clark. Applicants courteously request that the rejection be removed.

#### The Rejection of Claims 1 through 15 Under 35 U.S.C. §102(b)

The Examiner rejected Claims 1 through 15 under 35 U.S.C. §102(b) as being anticipated by United States Patent No. 5,974,396 (Anderson et al.). Applicants respectfully traverse the rejection.

Anticipation requires that all of the elements of the claim be taught within the four corners of a single reference. The Examiner presented the same arguments as presented in the January 14, 2005 Office Action and has failed to respond to the arguments presented in the May 18, 2005 reply.

#### **A. Claim 1**

##### Anderson does not teach a supplier or any interaction with a supplier

Anderson is focused solely on gathering and analyzing customer information for use by retailers: “A method and system for gathering and analyzing customer and purchasing information permits a retailer or retail chain to process transactional information involving large numbers of consumers and consumer products. (First sentence of Abstract). Further:

According to the present invention, the above-identified problems are overcome and the above-stated goals are achieved by providing *a retailer or a retail chain* (emphasis added) with the ability to process transactional information involving large numbers of consumers and consumer products by gathering product information that uniquely identifies a specific product by type and manufacturer, grouping that product information into product clusters, and analyzing consumer retail transactions in terms of those product clusters to determine relationships

between the consumers and the products. Product, consumer, and transactional data are maintained in a relational database. Targeting of specific consumers with marketing and other promotional literature is based on consumer buying habits, needs, demographics, etc. A *retailer* (emphasis added) queries the relational database using selected criteria, accumulates data generated by the database in response to that query, and makes business and marketing decisions based on that accumulated data. (col. 2, line 56 to col. 3, line 7).

Anderson's method and system do not include participation of a supplier or customer and do not teach the involvement of an entity analogous to a supplier or customer. Therefore, Anderson does not teach, suggest, or motivate at least the following elements of Claim 1 since these elements include a supplier:

"at least one wine/spirit supplier making an offer to at least one participating retail wine/spirit establishment to pay said at least one participating retail wine/spirit establishment for a solicitation made by said at least one participating retail wine/spirit establishment to at least one identified consumer of at least one participating retail wine/spirit establishment, where said solicitation is for a selected set of products;"

"communicating a set of possible product offerings from said at least one wine/spirit supplier to at least one of said participating retailers of wine/spirits;"

The Examiner has cited the following excerpt from the Abstract of Anderson as support for Anderson including a manufacturer (and by apparent extension, a supplier) in Anderson's method and system: "Product information is gathered that uniquely identifies a specific product by type and manufacturer and grouped into generic product clusters." Anderson is teaching the manufacturer of a product as a **field for an entry in a database**. This has nothing to do with a manufacturer/supplier interacting with a channel hub as is recited in Claim 1, for example, offering to pay for solicitations.

Anderson also fails to teach, suggest, or motivate the remaining Claim 1 elements of: "receiving a communication from at least one said participating retailer agreeing to offer a subset of said set of product offerings at a sale price; analyzing first information related to said subset of said set of product offerings with a computer, where said computer is part of a channel hub; and,

communicating second information related to sales of said subset of said set of product offerings to an interested party.”

Anderson fails to teach the communication of the product offerings from a supplier in the first place and, therefore, cannot teach an agreement, analysis, or communication of information regarding the product offering.

Anderson does not teach, suggest, or motivate a channel hub linking suppliers, retailers, and customers

Anderson teaches a system and method for gathering and analyzing a specific type of information (customer and purchasing) and is silent regarding an entity, analogous to the channel hub recited in Claim 1, which links suppliers, retailers, and customers.

Anderson does not teach all the elements of Claim 1. Therefore, Anderson does not anticipate Claim 1. Claims 2-5 depend from Claim 1 and also are novel with respect to the cited prior art.

#### **B. Claim 6**

As noted for Claim 1, Anderson’s method and system do not include participation of a supplier or customer, do not teach the involvement of an entity analogous to a supplier or customer, and do not teach a channel hub. Therefore, Anderson does not teach, suggest, or motivate the Claim 6 elements of:

“communicating a set of possible product offerings from at least one supplier to a channel hub for communication to at least one participating retailer of wine/spirits” Anderson does not teach a supplier or channel hub.

“receiving a communication from said hub that at least one said participating retailer agrees to offer a subset of said set of product offerings at a sale price;” Anderson does not teach the supplier offering the set of products in the first place.

“analyzing information provided to said hub from said participating retailer related to said subset of said set of product offerings with a computer, where said computer is associated with said hub. Anderson does not teach the supplier offering the set of products in the first place.

Anderson does not teach all the elements of Claim 6. Therefore, Anderson does not anticipate Claim 6. Claim 7 depends from Claim 6 and also is novel with respect to the cited prior art.

#### **C. Claim 8**

Anderson does not teach the Claim 8 elements of:

“receiving a set of possible product offerings from a channel hub intended for at least one participating retailer of wine/spirits;” Anderson teaches the retailer accessing a database to obtain data: “A retailer queries the relational database using selected criteria, *accumulates data* (emphasis added) generated by the database in response to that query, and *makes business and marketing decisions* (emphasis added) based on that accumulated data.” (Col. 3, lines 3-7). Assuming *arguendo* that the database of Anderson is analogous to a channel hub, Anderson is silent regarding the receipt of a product offering from the database.

“promoting a subset of said set of product offerings to said at least one said participating retailer;” Anderson fails to teach a product offering and therefore fails to teach a promotion for a product offering.

“receiving a communication from said channel hub that at least one of said participating retailer agrees to offer a subset of said set of product offerings at a sale price;” Anderson fails to teach a product offering and therefore fails to teach an agreement regarding a product offering.

Anderson does not teach all the elements of Claim 8. Therefore, Anderson does not anticipate Claim 8. Claim 9 depends from Claim 8 and also is novel with respect to the cited prior art.

#### **D. Claim 10**

Anderson does not teach, suggest, or motivate the following elements of Claim 10:

“receiving an offer sent by a channel hub for a selected set of products provided by a supplier of wine/spirits;” Anderson does not teach a supplier or any activities involving a supplier.

“selecting a subset of said selected set of products to offer for sale to retail consumers at a sale price;” and “communicating said selected subset of said selected set of products to said channel hub;” Anderson does not teach an offer for a set of products.

Anderson does not teach all the elements of Claim 10. Therefore, Anderson does not anticipate Claim 10. Claim 11 depends from Claim 10 and also is novel with respect to the cited prior art.

#### **E. Claim 12**

Anderson does not teach, suggest, or motivate the Claim 12 element of: “...transmission of a customized promotional offer created at least in part by a computer, from a channel hub directly to consumers of a retail wine/spirit establishment, where said computer is associated with said channel hub and said transmission is paid for by a supplier of wine/spirits.”

As noted for Claim 1, Anderson does not teach a supplier or any activities associated with a supplier. Further, Anderson does not teach a channel hub. Assuming *arguendo* that the database of Anderson is analogous to the channel hub, Anderson still fails to teach the database generating a custom offer. Anderson’s database gathers and analyzes customer and purchase information.

Anderson does not teach all the elements of Claim 12. Therefore, Anderson does not anticipate Claim 12. Claim 13 depends from Claim 12 and also is novel with respect to the cited prior art.

#### **F. Claims 14 and 15**

Claims 14 and 15 substantially recite the elements of Claim 1. Also, Claim 14 recites: “generating, using said channel hub, a set of possible product offerings from said at least one supplier;” This element is substantially the same as the element addressed in arguments regarding Claim 12.

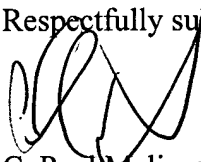
Claims 1 and 12 are novel with respect to Anderson. Therefore, Claims 14 and 15 also are novel with respect to Anderson.

For all the reasons stated *supra*, Claims 1-15 are novel with respect to Anderson. Applicants request that the rejection be removed.

**Conclusion**

Applicant respectfully submits that all pending claims are now in condition for allowance, which action is courteously requested.

Respectfully submitted,



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